

C. C. Kimball
General Attorney



RECEIVED
AUG 11 3 42 PM '76
I. C. C.
FEE OPERATION BR.

Law Department
Terminal Tower
P. O. Box 6419
Cleveland, Ohio 44101
216 867-2200
623-2416

REGISTERED MAIL

File: 1118-1

Chesapeake and Ohio Railway
Second Equipment Trust of 1975
Finance Docket No. 28017

INTERSTATE
COMMERCE COMMISSION
RECEIVED
AUG 10 1976

August 9, 1976

DEPT. OF TRANSPORTATION
AUG 11 1976

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

ADMINISTRATIVE SERVICES
MAIL UNIT
8145-1A
RECEIVED

ICC Washington, D. C.

Dear Sir:

AUG 11 1976 3 42 PM

INTERSTATE COMMERCE COMMISSION

Enclosed are executed counterparts Nos, 5, 6 and 7 (of 8) of Supplemental Agreement dated as of September 1, 1976, between Mercantile-Safe Deposit and Trust Company, Trustee, P. O. Box 2258, Baltimore, Maryland 21203 (Trustee), and The Chesapeake and Ohio Railway Company, P. O. Box 6419, Cleveland, Ohio 44101 (C&O).

The additional equipment covered by this Supplemental Agreement consists of:

- 16 100-ton 4,180 cu. ft. Airslide covered hopper cars to be manufactured by General American Transportation Corporation, 120 South Riverside Plaza, Chicago, Illinois 60606, and to bear C&O road numbers 619160 - 619175, inclusive.

AAR Mechanical Designation: LO

The above equipment will be lettered "Chesapeake and Ohio", "C&O", "Chessie System" or in some other appropriate manner, and will also be marked:

"CHESAPEAKE AND OHIO RAILWAY SECOND EQUIPMENT TRUST OF 1975,
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, TRUSTEE, OWNER, LESSOR"

The enclosed Supplemental Agreement amends the Equipment Trust Agreement dated as of December 1, 1975, between the Trustee and C&O, that was recorded in the office of the Secretary of the Interstate Commerce Commission on December 18, 1975, at 10:10 a.m., and assigned recordation number 8145.

Also enclosed is draft of The Chesapeake and Ohio Railway Company in the amount of \$10 representing the required recording fee.

The Chesapeake and Ohio Railway Company



The Baltimore and Ohio Railroad Company

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission

-2-

August 9, 1976

Pursuant to the Commission's rules and regulations for the recordation of certain documents under Section 20c of the Interstate Commerce Act, you are hereby requested to duly file two of the enclosed counterparts for record in your office and to return the remaining one to me at my above address.

Very truly yours,

A handwritten signature in cursive script, appearing to read "C. C. Kimball".

C. C. Kimball

CCK:nk
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

8/12/76

OFFICE OF THE SECRETARY

C.C. Kimball, General Atty.
Chessie System, Law Dept.
Terminal Tower
P.O. Box 6419
Cleveland, Ohio 44101

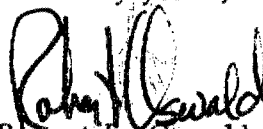
Dear

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on 8/11/76 at 3:50pm

and assigned recordation number(s) 8145-A

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

EXECUTED IN 8 COUNTERPARTS
OF WHICH THIS IS NO. 6

8145-A
RECEIVED BY

AUG 11 1976 8 12 PM
FEDERAL RESERVE BANK

SUPPLEMENTAL AGREEMENT

DATED AS OF SEPTEMBER 1, 1976

AMENDING

EQUIPMENT TRUST AGREEMENT

DATED AS OF DECEMBER 1, 1975

BETWEEN

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
TRUSTEE

AND

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

SUPPLEMENTAL AGREEMENT, dated as of September 1, 1976, between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a corporation duly organized and existing under the laws of the State of Maryland, as Trustee (hereinafter called the Trustee), and THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Virginia (hereinafter called the Company).

* * * * *

WHEREAS, by a certain Equipment Trust Agreement dated as of December 1, 1975, between the Trustee and the Company (hereinafter called the Agreement), there was established "Chesapeake and Ohio Railway Second Equipment Trust of 1975"; and

WHEREAS, inasmuch as the aggregate final Cost of the Trust Equipment specifically described in the Agreement was less than 125% of the \$30,000,000 aggregate principal amount of Trust Certificates issued pursuant to the Agreement the Company desires, pursuant to the provisions of Sections 3.1 and 3.4 of the Agreement, to cause to be constructed and transferred to the Trustee additional Equipment under the Agreement of such Cost that the aggregate final Cost of all the Trust Equipment will be at least 125% of such \$30,000,000 aggregate principal amount of Trust Certificates;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

(1) The Company, as speedily as may be, will cause to be constructed and transferred to the Trustee, subject to all the terms of the Agreement, the following new standard-gauge railroad equipment other than

passenger or work equipment (herein called the Equipment):

- 16 100-ton 4,180 cu. ft. Airslide covered hopper cars, to be manufactured by General American Transportation Corporation, to be numbered 619160 - 169175, inclusive, and having an estimated Cost of \$623,216.

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee and the Company shall, subject to the provisions of Sections 3.2, 3.3, 3.4, and 4.4(A)(2) of the Agreement, pay the manufacturer of the Equipment the Cost thereof as specified in the invoice of the manufacturer.

(3) Pursuant to the provisions of Sections 4.1 and 4.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after December 1, 1975.

(4) The Company hereby accepts the lease of the Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Equipment had originally been a part of the Trust Equipment specifically described therein.

(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

(7) This Supplemental Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

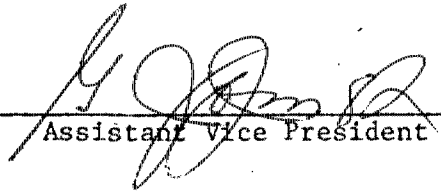
IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the date first hereinabove written.

Attest:

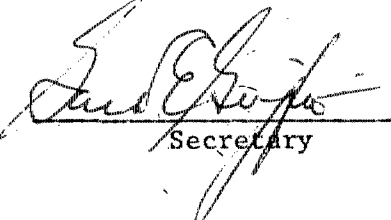

Corporate Trust Officer

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
Trustee

By

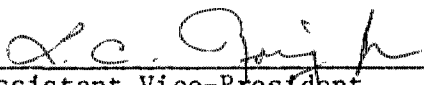

Assistant Vice President

Attest:



Secretary

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By


Assistant Vice-President
and Treasurer

APPROVED AS TO FORM



GENERAL ATTORNEY
8/2/76

STATE OF MARYLAND)

) SS:

CITY OF BALTIMORE)

On this 9th day of August, 1976, before me personally appeared G. J. JOHNSTON, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.




 RUSSELL E. SCHREIBER
 Notary Public
 My Commission Expires July 1, 1978

STATE OF OHIO)

) SS:

COUNTY OF CUYAHOGA)

On this 3rd day of August, 1976, before me personally appeared L. C. ROIG, JR., to me personally known, who, being by me duly sworn, says that he is Assistant Vice-President and Treasurer of THE CHESAPEAKE AND OHIO RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


CLARA MASUGA
Notary Public, Cuyahoga County, Ohio
My Commission Expires April 21, 1979